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4 BILL NO. S-74-08- 33

5 SPECIAL ORDINANCE NO. S- 149-74

6 AN ORDINANCE approving a contract with JOHN
7 DEHNER, INC. for replacement of old existing
8 water mains in the Waynedale area

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. The contract dated August 14, 1974 between the City of
12 Fort Wayne, by and through its Mayor and the Board of Public Works and JOHN
13 DEHNER, INC. for construction of water mains in the following described locations:

14 On Church Street from Old Trail Road to Bluffton Road
15 On Prairie Grove from Bradbury to Orchard Lane
16 On Orchard Lane from Fairoak to Prairie Grove Drive
17 On Fairoak Drive from Orchard Lane to Old Trail Road
18 On Liberty Drive from Old Trail Road to Bluffton Road
19 On Gardenvue Drive from Fairoak to Liberty Drive
20 On Waynewood Drive from Old Trail Road eastward 200[±] feet

21 for a total cost of \$48,240.00, all as more particularly set forth in said Contract
22 which is on file in the Office of the Board of Public Works, and is by reference
23 incorporated herein and made a part hereof, is hereby in all things ratified, con-
24 firmed and approved.

25 SECTION 2. This Ordinance shall be in full force and effect from and
26 after its passage and approval by the Mayor.

27 
28 Councilman

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31
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33 APPROVED AS TO FORM
34 AND LEGALITY.

35 
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 8-27-74

Charles W. Whitman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

Passed (LOST) by the following vote:

	AYES <u>8</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>1</u>	to-wit:
BURNS	<u>✓</u>	_____	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____	_____
KRAUS	_____	_____	_____	<u>A</u>	_____
MOSES	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 9/10/74

Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 8-149-74 on the 10th day of September, 1974.

ATTEST: (SEAL)
Charles W. Whitman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of September, 1974, at the hour of 6 o'clock A.M., E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 11th day of September, 1974, at the hour of 12:30 o'clock P.M., E.S.T.

John H. Evans
MAYOR

Bill No. S-74-08-33

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with JOHN DEHNER, INC. for replacement of old existing
water mains in the Waynedale area

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

LD Mrs. Jr.
John Nuckols
James Stier
William T. Hinga
Vivian G. Schmidt

DATE 4-10-74 COMMISSIONED
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

August 12, 1974

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:


Attached is a copy of Contract to be executed by John Dehner, Inc.
for Water Contract 74-XP-13 in amount of \$48,240.00.

The work covers replacement of old existing water mains in the Wayne-
dale area in connection with Waynedale Improvement Project, Phase I.

Due to the urgency of installing water mains ahead of the other
improvements, the Board requests "Prior Approval" of the contract.

We will submit for formal approval August 27, 1974.


Sincerely yours,

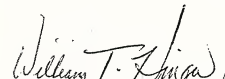

Dr. Jerry M. Boswell, Chairman
Board of Public Works

JDB/ee

Attachment

APPROVED:


Eugene Kraus
25 Schmidt


William T. Linga
Eugene Kraus
L. J. M. Mark

MEMBERS OF THE COMMON COUNCIL

AGREEMENT

FOR CONSTRUCTION OF WAYNEDEALE PHASE I WATER SYSTEM IMPROVEMENT

BOARD ORDER 119-74

CONTRACT NO. 74-XP-13

WORK ORDER 62351

THIS AGREEMENT, made this 14TH day of AUGUST, 1974, by and between JOHN DEHNER, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., including excavation, laying and connecting of pipe and fittings, hauling of spoil and backfilling trench with compacted bank run gravel at the following described locations.

On Church Street from Old Trail Road to Bluffton Road.

On Prairie Grove from Bradbury to Orchard Lane.

On Orchard Lane from Fairoak to Prairie Grove Drive.

On Fairoak Drive from Orchard Lane to Old Trail Road.

On Liberty Drive from Old Trail Road to Bluffton Road.

- On Gardenview Drive from Fairoak to Liberty Drive.

On Waynewood Drive from Old Trail Road eastward 200± feet.

and do everything required by the contract documents and this agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the contract the sum of \$48,240.40. In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided therein, as follows:

On or about the 15th day of each month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineering Department of the Owner shall promptly make such inspection, and when it finds the work acceptable under the contract and the contract fully performed, it shall promptly issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. GUARANTEE OF WORKMANSHIP

Contractor guarantees all workmanship for a period of one year after the date of the acceptance of the work.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 74-XP-13.
- B. Contractor's Proposal dated August 8, 1974.
- C. Supplemental Specifications for Waynedale Phase I Water System Improvements and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 74-XP-13 and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10479, Sheets 1 thru 17.
- D. All materials shall be in accordance with Fort Wayne Water Utility, Engineering Department, Water Main Materials Standards, dated November 28, 1973, except as modified in the Supplemental Specifications.

ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 8 INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by it's Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JOHN DEHNER, INC.

BY: 

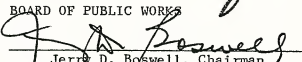
John Dehner, President

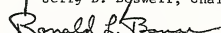
CITY OF FORT WAYNE, INDIANA

BY: 

Ivan A. Lebimoff, it's Mayor


BOARD OF PUBLIC WORKS


Jerry D. Boswell, Chairman



Ronald L. Bonar

William G. Williams

ATTEST:


Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:


APPROVED By the Common Council of the City of Fort Wayne On _____

1974, Special Ordinance No. _____.

PERFORMANCE BOND
AND
GUARANTY BOND

Know All Men by These Presents, That we John Dehner, Inc.
Fort Wayne, In. Contractors

as principal, and United States Fidelity & Guaranty

as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Forty-Eight
Thousand, Two Hundred Forty & 40/100

(\$48,240.40)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said

John Dehner, Inc.

did on the 14th day of AUGUST 1974

enter into a contract with the City of Fort Wayne to construct a

~~XXXXXXXX~~

XN

~~XXXXXXXX~~

For Construction of Waynedale Phase I Water System Improvement
Board Order 119-74, Contract No. 74-XP-13, Work order No. 62351

according to certain plans and specifications, and
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said

John Dehner, Inc.

shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 13 day of August, 1974

YASTE, ZENT & RYE, INC.
Authorized Agents

JOHN DEHNER, INC. (SEAL)

BY: John Dehner (SEAL)

RESIDENT
UNITED STATES FIDELITY & GUARANTY (SEAL)

BY: Lane J. Gile

BY: Lane J. Gile
Attorney-in-fact

Approved this _____ day of _____

Board of Public Works.

GENERAL POWER OF ATTORNEY

No. 83680

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 19th day of

April, A. D. 19 73

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By James A. Mappus

Vice-President.

(SEAL)

(Signed)

John H. Aitken

Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY,

ss:

On this 19th day of April, A. D. 19 73 before me personally came

James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John H. Aitken, Assistant Secretary of said Company, with both of

whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John H. Aitken were respectively

the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 74

(SEAL)

(Signed)

Herbert J. Aull

Notary Public.

STATE OF MARYLAND
BALTIMORE CITY,

Sct.

I, Robert H. Bouse

Clerk of Record, and has a seal, do hereby certify that

whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court

of Record, this 19th day of

April

A. D. 19 73

(SEAL)

(Signed)

Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities, whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognition, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Grile

of **Fort Wayne, Indiana**, authorizing and empowering **him** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) **August 13, 1974**

John and Calder
Assistant Secretary

DIGEST SHEET*A-74-08-33*TITLE OF ORDINANCE: Water Contract 74-XP-13 to John Dehner for WaynedaleDEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Request approval of Water Contract 74-XP-13 to John Dehner
Inc. covering replacement of old existing water mains in the Waynedale
area in connection with Waynedale Improvement Project, Phase I.See Prior Approval letter attachedEFFECT OF PASSAGE: Improvements to WaynedaleEFFECT OF NON-PASSAGE: No improvements to Waynedale

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

\$48,240.00

ASSIGNED TO COMMITTEE (J.N.): _____

Public Works